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GREENWICH INSURANCE COMPANY
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION
11

12 PHP INSURANCE SERVICE, INC.; PHP
13 GROUP, INC.; and TRUNG TRAN,

14 Plaintiffs,

15 v.

16 GREENWICH INSURANCE COMPANY,

17 Defendant.

Case No. 5:15-cv-00435-BLF

Hon. Beth Labson Freeman

~~PROPOSED~~ JUDGMENT

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1 Plaintiffs PHP Insurance Service, Inc., PHP Group, Inc. and Trung Tran (collectively,
2 “Plaintiffs”) commenced this action by filing their operative Complaint on January 30, 2015. The
3 Complaint alleged causes of action Defendant Greenwich Insurance Company (“Greenwich”) for:
4 (1) Declaratory Relief – Duty to Pay Defense Expenses; (2) Declaratory Relief – Duty to
5 Indemnify; (3) Breach of Contract; (4) Breach of the Implied Covenant of Good Faith and Fair
6 Dealing; and (5) Unfair Business Practices (Violation of California Bus. & Prof. Code § 17200 *et*
7 *seq.*).

8
9 On August 12, 2015, the Court issued an order on the parties’ cross-motions for summary
10 judgment/partial summary judgment (“MSJ Order”), which determined that Greenwich breached
11 its contractual duty to defend Plaintiffs under an insurance policy (“Policy”) in connection with
12 an underlying class action (the “Duty to Defend Ruling”), but that Greenwich had no duty under
13 the Policy to indemnify Plaintiffs for their settlement of the underlying class action. (Dkt. 41.)

14
15 The Court has reviewed the parties’ Stipulation Re: Entry of Judgment on Breach of
16 Contractual Duty to Defend Claim and Dismissal of Remaining Claims (“Stipulation”). Based on
17 the Court’s MSJ Order and the Stipulation, the Court finds good cause to dismiss all of the
18 Plaintiffs’ claims in this action with prejudice – except for Plaintiffs’ claim that Greenwich
19 breached its contractual duty to defend under the Policy, which, by virtue of its Duty to Defend
20 Ruling, the Court summarily adjudicated in Plaintiffs’ favor – and to enter final judgment in
21 Plaintiffs’ favor and against Greenwich on that remaining claim, in the amount of \$92,612.31.

22
23 THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

- 24
- All of Plaintiffs’ claims in this action – except for their claim that Greenwich
- 25 breached its contractual duty to defend under the Policy, which the Court
- 26 summarily adjudicated in Plaintiffs’ favor (the “Sole Remaining Claim”) – are
- 27 dismissed with prejudice pursuant to the parties’ Stipulation and Federal Rule of
- 28 Civil Procedure 41(a)(1)(A)(ii); and

- Plaintiffs are hereby granted judgment against Defendant Greenwich Insurance Company on the Sole Remaining Claim in the amount of \$92,612.31.

IT IS SO ORDERED.

Dated: "F gego dgt "43."4237


HON. BETH LABSON FREEMAN
United States District Court Judge

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